

48610

MTC 5673

Vol. M85 Page 6934

CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 9 day of May, 1985, by and between THOMAS J. O'HARRA, hereinafter called SELLER, and THOMAS E. O'HARRA and JOAN K. O'HARRA, husband and wife, herein after called BUYERS,

W I T N E S S E T H

SELLER agrees to sell to the BUYERS and the BUYERS agree to buy from the SELLER for the price and on the terms and conditions set forth hereafter all of the following described property and improvements situate in Klamath County, State of Oregon, to-wit:

That certain real property and improvements described on Exhibit "A" which is attached hereto and by this reference made a part hereof.

The purchase price thereof shall be the sum of \$64,520.00, payable as follows: \$6,452.00 upon the execution hereof; the balance of \$58,068.00 shall be paid in monthly installments of \$550.00, including interest at the rate of nine (9) percent per annum on the unpaid balances, the first such installment to be paid on the 15th day of June, 1985, and a further and like installment to be paid on or before the 15th day of every month thereafter until the entire purchase price, including both principal and interest, is paid in full.

It is mutually agreed as follows:

1. Interest as aforesaid shall commence from May 15, 1985; BUYERS shall be entitled to possession of the property as of May 15, 1985.
2. After May 15, 1985, BUYERS shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment.
3. BUYERS shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment for same for any reason, assessments, liens, purported liens, and encumbrances of whatsoever kind affecting said property after this date, provided, all such taxes, assessments and charges for the current year shall be pro-rated as of May 15, 1985, and in the event BUYERS shall fail to so pay, when due, any such matters or amounts required by BUYERS to be paid hereunder, or to procure and pay seasonably for insurance, SELLER MAY PAY ANY OR ALL such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by SELLER and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to SELLERS for BUYERS' breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor.

4. BUYERS shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all, as their interests appear at the time of loss, all uninsured losses shall be borne by BUYERS, on or after the date BUYERS become entitled to possession.

5. BUYERS agree that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of SELLER. BUYERS shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, BUYERS shall not make or cause to be made any major improvement or alteration to the property without first obtaining the written consent of SELLER.

6. SELLER shall upon the execution hereof make and execute in favor of BUYERS a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which BUYERS assume, unless otherwise therein provided, and will place said deed, together with one of these agreements in escrow at Mountain Title Company, Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, BUYERS shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said deed to BUYERS, but in case of default by BUYERS said escrow holder shall, on demand, surrender said instruments to SELLER.

7. Until a change is requested, all tax statements shall be sent to the following address:

THOMAS E. & JOAN O'HARRA
Route 1, Box 237
Bonanza, Oregon 97623

PROVIDED, FURTHER, that in case BUYERS shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then SELLER shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit in equity; (4) Any other rights or remedies provided by law.

Should BUYERS, while in default, permit the premises to become vacant, SELLER may take possession of same for the purpose of protecting and preserving the property and his security interest herein,

and in the event possession is so taken by SELLER he shall not be deemed to have waived his right to exercise any of the foregoing rights.

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

BUYERS further agree that failure by SELLER at any time to require performance by BUYERS of any provision hereof shall in no way affect SELLER'S right hereunder to enforce the same, nor shall any waiver by SELLER of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

THIS AGREEMENT shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

WITNESS the hands of the parties the day and year first herein written.

SELLER: _____

Thomas J. O'Harra
Thomas J. O'Harra

BUYERS: _____

Thomas E. O'Harra
Thomas E. O'Harra

Joan K. O'Harra
Joan K. O'Harra

STATE OF OREGON)
) ss.
County of Klamath)

May 9, 1985

Personally appeared the above named THOMAS J. O'HARRA, and, THOMAS E. O'HARRA and JOAN K. O'HARRA, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME: _____

Donna K. O'Harra
Notary Public for Oregon

My Commission expires: 11-30-85

Return to: MTC

EXHIBIT "A"

Description of the tract of land the title to which is insured by this policy:

6937

The following described real property situate in Klamath County, Oregon, to-wit:

A tract of land located in Tract 17 of Enterprise Tracts, situate in Section 34, Township 38 South of Range 9 East of Willamette Meridian, Klamath County, Oregon, and more particularly described as follows:

All that portion of Tract 17 of Enterprise Tracts lying Southwest of Alameda and East of the Easterly right of way line of the United States Bureau of Reclamation Main Canal.

STATE OF OREGON,)

County of Klamath)

Filed for record at request of

on this 9th day of May A.D. 19 85

at 3:36 o'clock P M, and duly

recorded in Vol. M85 of Deeds

Page 6934

EVELYN BIEHN, County Clerk

By Pam Smith Deputy

Fee 17.00

Shasta Way & Alameda